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8 Attorneys for Defendants
9 *DR. RAYMOND MONDORA (named herein as "Dr.
10 Mondora"), and KATRINA SIMEON, R.N. (named
11 herein as "Katrina")*

8 UNITED STATES DISTRICT COURT

9 DISTRICT OF NEVADA

10 >*<

11 RONNIE EDWARDS,

Case No. 2:13-CV-01316-JAD-CWH

12 Plaintiff,

13 vs.

14 LAS VEGAS METROPOLITAN POLICE
15 DEPARTMENT, et al,

16 Defendants.

17 **STIPULATION AND PROTECTIVE
18 ORDER REGARDING
19 CONFIDENTIALITY**

20 Dr. Raymond Mondora (named herein as "Dr. Mondora") is a medical provider employed
21 by NaphCare, Inc. ("NaphCare"). NaphCare is the contracted medical, dental and psychiatric
22 provider at the Clark County Detention Center ("CCDC"). Plaintiff is suing Dr. Mondora in his
23 individual and official capacity. Therefore it is anticipated that Dr. Mondora will be required to
24 provide the parties with information and documents that contain information that is confidential,
proprietary and sensitive to NaphCare's business practices, including but not limited to some of
NaphCare's policies that were in place from June to July of 2013 at the CCDC. Specifically,
disclosure of this information could result in harm to NaphCare's business and practices if

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1 provided to the general public and obtained by competitors in the business. Further, some of the
2 requested information may pertain or impact security issues at the CCDC, particularly with
3 regard to when and how inmates can and should be moved around the facility. Although this
4 information may be subject to conditional disclosure, it is herein submitted that NaphCare is
5 entitled to the protections described below.

6 1. As used in this Protective Order, the term "confidential information" means any
7 documents, testimony, or other information that is produced from the date of this agreement
8 forward, including: policies and procedures which are used to govern the provision of healthcare
9 services to the inmates at the CCDC and maintaining its business practices, including the
10 healthcare rendered at the CCDC and has been designated as "CONFIDENTIAL".

11 2. The term "disclosure" shall include the dissemination, communication,
12 publication or reproduction of any confidential material or the specific contents of the
13 information contained therein, or the communication of any estimate or other information which
14 facilitates the discovery of confidential information. Should any pleading with the Court require
15 reference or attachment of any confidential information, the parties shall first request leave to file
16 the document under seal, as further defined in Paragraph 11 below.

17 3. As used in this Protective Order, the term "qualified persons" means (i) counsel of
18 record for the parties to the litigation, including office associates, paralegals, and stenographic
19 and clerical employees to whom disclosure is reasonably necessary; (ii) experts retained for the
20 purpose of this litigation to whom disclosure is reasonably necessary and who reviewed and
21 signed a copy of this Stipulation; (iii) parties to this action; and (iv) court personnel, including
22 stenographic reporters engaged in such proceedings as are necessarily incident to this litigation.

23 4. Confidential information shall be and remain confidential, and, except as allowed
24 by this Protective Order, may not be disclosed or communicated, nor used for any purpose other

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1 than this litigation, including any appeals.

2 5. Any and all documents containing confidential information must be retained by
3 counsel and/or Plaintiff in Proper Person, and not be disclosed or made available to any person
4 other than a qualified person who has read and acknowledged the terms of this Protective Order.
5 Similarly, the confidential information contained within those documents may not be disclosed
6 to any person other than a qualified person. To the extent reasonably necessary, copies of
7 confidential documents may be provided to experts retained for the purpose of this litigation to
8 whom disclosure is reasonably necessary and who have signed this Stipulation and Protective
9 Order. Nothing in this Protective Order shall in any way affect the admissibility or use at trial of
10 any of the documents produced under this Protective Order.

11 6. Any person who is in possession of confidential information, or to whom
12 confidential information is disclosed, is responsible for ensuring that such confidential
13 information is not inadvertently disclosed by him or her. Failure to take all reasonable
14 precautions to ensure against such inadvertent disclosure will be viewed by the Court as willful
15 disobedience of this Protective Order, and will be punished accordingly.

16 7. Counsel or parties receiving confidential information may not disclose that
17 confidential information to any expert without first furnishing to that expert a copy of this
18 Stipulation and Protective Order and obtaining a signed copy of this Stipulation and Protective
19 Order from that expert.

20 8. Any person who executes a copy of this Stipulation and Protective Order submits
21 to the jurisdiction of this Court for purposes of enforcement of this Protective Order, either prior
22 to or following trial of this action. Jurisdiction of this action is to be retained by this Court after
23 final determination for purposes of enabling any party or persons affected by this Protective
24 Order to apply to the Court for such direction or further decree as may be appropriate for the

1 construction or enforcement of this Protective Order, or for such additional relief as may become
2 appropriate.

3 9. If any party objects to the designation by the disclosing Defendant of a document
4 or item, pleading, or transcript of testimony as "CONFIDENTIAL", he shall give notice of the
5 same to Defense Counsel in writing of the document, pleading, and/or testimony at issue and the
6 reason for the objection. The disclosing Defendant shall thereafter have twenty (20) business
7 days within which to apply to the Court for appropriate protection of the document, pleading,
8 and/or testimony pursuant to the Federal Rules of Civil Procedure. If the disclosing Defendant
9 does not make application within twenty (20) business days after receipt of the written objection
10 of a party (or within the stipulated time period if stipulated to be longer or shorter than twenty
11 (20) days), then the documents, pleadings, and/or testimony at issue shall no longer be deemed
12 "CONFIDENTIAL". However, until expiration of the twenty (20) day time period (longer or
13 shorter if stipulated) or until the Court enters an order changing the designation, whichever is
14 later, the information shall continue to be given the "CONFIDENTIAL" treatment initially
15 assigned to it and provided for in this Order.

16 10. If any individual is making copies of any confidential information allowed by this
17 agreement, said individual must ensure that the copies are also marked "Confidential."

18 11. Any person who wishes to file with this Court any document, paper, or other
19 tangible item disclosing confidential material may disclose only those confidential materials that
20 are necessary to support the pleading, motion or other paper to which the confidential document,
21 paper, or other tangible item is attached, and must first attempt to contact counsel for Dr.
22 Mondora and Nurse Katrina in an attempt to reach an Agreement/Stipulation regarding whether
23 filing the document should be under seal. If such contact is not possible, the filing party must
24

1 provide said counsel with a description of the contacts attempted and/or the basis for not
 2 contacting the undersigned. The parties to this agreement understand that is a "strong
 3 presumption in favor of access." A party seeking to seal a judicial record at trial and/or the
 4 dispositive motions stage bears the burden of establishing "compelling reasons" by "articulating
 5 compelling reasons supported by specific factual findings," that outweigh the public policies
 6 favoring disclosure. Kamakana v. City and County of Honolulu, 447 F.3d 1172, 1178-79 (9th
 7 Cir. 2006).

8 12. Nothing in this Protective Order precludes the deposition examination of any
 9 person regarding confidential information of which they have knowledge. In any such
 10 deposition, the disclosing Defendant may designate specific testimony deemed to be
 11 "CONFIDENTIAL" by advising the court reporter of such fact prior to the conclusion of the
 12 deposition. The reporter shall mark the face of the transcript "CONTAINS CONFIDENTIAL
 13 INFORMATION." All transcripts of said deposition containing confidential information will be
 14 treated in accordance with this Protective Order, wherein if any portions of the deposition
 15 transcript containing confidential material is to be filed with the Court, Paragraph 11 should be
 16 observed.

17 13. Only qualified persons as defined in Paragraph 3 above may attend deposition
 18 examinations in this case, unless all parties agree or their counsel otherwise.

19 14. The parties taking any deposition shall retain a court reporter who agrees that
 20 before transcribing any such testimony, that all testimony containing confidential information is
 21 and shall remain confidential and shall not be disclosed except as provided in this Protective
 22 Order and that copies of any transcript, reporter's notes, or any other transcription records of any
 23 such testimony will be retained in absolute confidentiality and safekeeping by such shorthand
 24 reporter or delivered to attorneys of record or filed with the Court.

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1 15. If, during trial, any party intends to introduce into evidence any information
2 designated as "CONFIDENTIAL," he/she shall give timely notice of that intention to the Court
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4 and all counsel, and the Court may take such steps as it shall deem reasonably necessary to
5 preserve the confidentiality of such information, without violating any statute or other rule of the
6 Court.

7 16. Nothing in this Protective Order requires a party to disclose confidential
8 information that the party also contends is protected from disclosure based upon a privilege
9 (including but not limited to HIPAA rights of others) or for some reason other than the mere
10 confidential or proprietary nature of the document or information (including but not limited to
11 non-discoverable trade secrets).

12 17. Upon the final determination of this action, counsel and all qualified persons shall
13 return any confidential information to counsel for Dr. Mondora and Nurse Katrina, upon her
14 request, together with any copies of confidential information. Transcripts containing
15 confidential information also must be returned to the requesting Defense Counsel.

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1 18. Anyone found to be in violation of this Protective Order may have sanctions
2 imposed against him or her as the Court may determine and allowable under law and may also be
3 subject to contempt of court proceedings.

4 DATED this 24th day of March, 2015.

5 ALVERSON, TAYLOR, MORTENSEN
6 & SANDERS

7 By /s/ Seetal Tejura, Esq.
8 SEETAL TEJURA, ESQ. (#008284)
9 7401 W. Charleston Boulevard
Las Vegas, Nevada 89117
10 *Attorneys for Defendant*
NaphCare, Inc.

DATED this 24th day of March, 2015.

MARQUIS AURBACH COFFING

By /s/ Tye Hanseen, Esq. *
Craig Anderson, Esq. (#006882)
Tye Hanseen, Esq. (#010365)
MARQUIS AURBACH COFFING
10001 Park Run Drive
Las Vegas, NV 89145
Attorneys for Defendants
Officers Hightower, Scott and Reyes

**Electronic signature entered with permission*

11
12 DATED this _____ day of March, 2015

13 By _____
14 Ronnie Edwards (#92789)
15 c/o HIGH DESERT STATE PRISON
16 P O Box 650
17 Indian Springs, Nevada 89070-0650
Plaintiff in Proper Person

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21
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2 imposed against him or her as the Court may determine and allowable under law and may also be
3 subject to contempt of court proceedings.

4 DATED this ____ day of March, 2015.

DATED this ____ day of March, 2015.

5 ALVERSON, TAYLOR, MORTENSEN
6 & SANDERS

MARQUIS AURBACH COFFING

7 By _____
8 SEETAL TEJURA, ESQ. (#008284)
9 7401 W. Charleston Boulevard
10 Las Vegas, Nevada 89117
11 *Attorneys for Defendant*
12 *NaphCare, Inc.*

By _____
1 Craig Anderson, Esq. (#006882)
2 Tye Hanseen, Esq. (#010365)
3 MARQUIS AURBACH COFFING
4 10001 Park Run Drive
5 Las Vegas, NV 89145
6 *Attorneys for Defendants*
7 *Officers Hightower, Scott and Reyes*

12 DATED this 17 day of March, 2015

13 By R _____
14 Ronnie Edwards (#92789)
15 c/o HIGH DESERT STATE PRISON
16 P O Box 650
17 Indian Springs, Nevada 89070-0650
18 *Plaintiff in Proper Person*

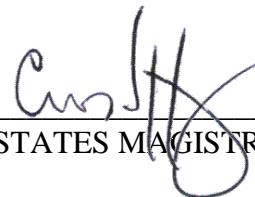
1 RONNIE EDWARDS vs.
2 LAS VEGAS METROPOLITAN
3 POLICE DEPARTMENT, et al
4 Case No. 2:13-CV-01316-JAD-CWH
5 *STIPULATION AND PROTECTIVE ORDER*
6 *REGARDING CONFIDENTIALITY*

7 **ORDER**

8 IT IS SO ORDERED.

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DATED: March 25, 2015

10 UNITED STATES MAGISTRATE JUDGE



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Respectfully Submitted by:

ALVERSON, TAYLOR, MORTENSEN & SANDERS

/s/ Seetal Tejura, Esq.
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Las Vegas, Nevada 89117
Attorneys for Defendants
DR. RAYMOND MONDORA (named herein as
"Dr. Mondora"), and KATRINA SIMEON, R.N.
(named herein as "Katrina")

EXHIBIT A
ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____, have read in its entirety and understand the Protective Order that was issued by the United States District Court, for the District of Nevada on _____, 201____, in the case of *Edwards v. Las Vegas Metropolitan Police Department, et al*, Case No. 2:13-CV-01316-JAD-CWH. I agree to comply with and to be bound by all terms of this Protective Order and I understand and acknowledge that failure to do so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Protective Order that any person or entity except in strict compliance with the provisions of this Order. Further, I solemnly promise that I will not offer to sell, advertise or publicize that I have obtained any Protected Material subject to this Protective Order. At the conclusion of this matter, I will return all Protected Material which came into my possession to counsel for the party from whom I received the Protected Material, or I will destroy those materials. I understand that any Confidential Information contained within any summaries of Protected Material shall remain protected pursuant to the terms of this Order. I further agree to submit to the jurisdiction of the United States District Court, for the District of Nevada for the purpose of enforcing the terms of this Protective Order, even if such enforcement proceedings occur after termination of this action.

I certify under the penalty of perjury that the foregoing is true and correct.

Date: _____

City and State where signed:

Printed name: _____

Address:

Signature: